

DECISION RECORD AND  
FINDING OF NO SIGNIFICANT IMPACT

for

Bart Henderson, Chilkat Guides

Al Gilliam, Alaska Cross Country Guiding and Glacier Valley Tours

Steve Fossman, Fossman Guiding and Outfitting

I. Decision:

It is my decision to authorize permits to Bart Henderson, Chilkat Guides, AA-61302; Al Gilliam, Alaska Cross Country Guiding and Glacier Valley Tours, AA-61582; and Steve Fossman, Fossman Guiding and Outfitting, AA-78217 within Guide-Outfitter Areas 01-01, 01-02, and 01-03 for a period of five years. The standard stipulations for special recreation permits are attached to the Decision Record and the authorizing permits.

II. Rationale for the Decision:

The rationale for the decision is to meet anticipated public demand for quality guided services which provides safe recreation opportunities in remote or relatively inaccessible locations near Haines, Alaska. These are the only companies providing such services on BLM administered lands in this area. This proposed service will meet anticipated public demand for quality guided recreation in this area.

The BLM has not developed a land use plan for the public lands in the Haines area. However, the attached environmental analysis assesses the impacts of the Proposed Action and provides a basis for a decision on the proposal (43 CFR 1610.8 (b)(1)).

The decision to allow the Proposed Action does not result in any undue or unnecessary environmental degradation.

III. Finding of No Significant Impact (FONSI):

Based on the analysis of potential environmental impacts contained in the attached environmental assessment, I have determined that impacts are not expected to be significant and an environmental impact statement is not required.

IV. ANILCA Section 810 Compliance:

The Proposed Action will not restrict subsistence uses. No reasonably foreseeable significant decrease in the abundance of harvestable resources and no limitation on harvester access to subsistence species will result from the Proposed Action.

V. Compliance and Monitoring Plan:

Pre- and post-season field examination and documentation of base camps from site to site are necessary to maintain the long-term integrity of the vegetation. These will be done annually.

/s/ Peter J. Ditton, Acting  
Anchorage Field Manager

August 27, 2001  
Date

Attachments:

Environmental Assessment, AK-040-01-EA-020  
Stipulations for Alaska Cross Country Guiding and Rafting  
Stipulations for Fossman Guiding and Outfitting  
Stipulations for Chilkat Guide Service

**Alaska Cross Country Guiding and Rafting  
Special Recreation Permit (SRP) Stipulations and Conditions  
BLM - Anchorage Field Office**

1. This SRP authorizes Alaska Cross Country Guiding and Rafting to conduct guided spring and fall hunts on the BLM administered lands in the Haines, Alaska area. Access to these areas will be by plane and boat. All hunting will be conducted by foot. Base camp is located at the foot of DeBlondeau Glacier (T. 30 S., R. 54-55 E., Section 18, CRM). Temporary tent camps are authorized. They may vary in location depending upon location of game or desired experience.
2. BLM permits can be amended or revoked at any time to comply with State requirements.
3. A SRP represents a nonexclusive privilege authorizing special uses of public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including the amount of use. The Authorized Officer may suspend a SRP if necessary to protect public resources, health, safety, the environment, or for noncompliance with permit stipulations. In the event that the lands are transferred to another Federal or State agency or a Native corporation, the permit will expire.
4. Any aircraft utilized by the operator must carry liability and property damage insurance.
5. Adequate insurance must be obtained by the permittee and kept current in order to protect the user, the permittee, and the U.S. Government against liability and litigation. The minimum general liability limits are: \$100,000 or \$300,000 annual aggregate for bodily injury (State limits for guides HB-112), \$10,000 property damage per occurrence and \$25,000 annual aggregate, if the policy specifies aggregate limits. The policy shall list the U.S. Government as an additionally insured. The insurance must be for the company name authorized under the permit.
6. Unless specifically authorized, a SRP does not authorize the permittee to permanently erect, construct, or place any building, structure, or other fixture on the public lands. Any use of the public lands is subject to the condition that upon leaving, the lands must be restored as nearly as possible to preexisting conditions. Use sites may be subject to relocation by the Authorized Officer, if significant degradation of resources is apparent.
7. The permittee assumes the responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., natural landing areas, river channels, land slides, stream crossings, rocks, changing water and weather conditions, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility. The permittee must promptly inform BLM of any potential hazardous waste sites.

**Alaska Cross Country Guiding and Rafting (Cont'd.)**

8. This multi-year (5 year) permit must be validated annually through the 2005 use season. This can only occur when the permittee has paid annual fees, provided any necessary policies and licenses, and received an acceptable or probationary annual performance rating.
9. The permittee shall comply with all Federal, State, and local laws. The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State or local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients or customers under the permittee's supervision.
10. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. No property or preference right is conveyed by this permit. The use of the permit as collateral is not recognized by the BLM.
11. Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of Federal land by other users.
12. The permittee may not assign, sublease, or contract any portion of the permit activities without prior authorization from BLM.
13. The permittee must present or display a copy of the special recreation permit to a participant, Authorized Officer's representative, or law enforcement personnel upon request. Any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent may be examined up to 3 years after expiration of the permit.
14. No cutting of live vegetation is allowed. Vegetation will be left in its natural state.
15. Human solid waste will be buried and covered with soil at least 100 feet from any stream, wetland, or gravel bar. Unburnable garbage will be back hauled from the area and deposited in an approved waste disposal site. All fire rings/pits must be destroyed after use.
16. All stored fuel will be utilized a minimum of 150 feet from any water body. All fuel and fueling supplies will be back hauled from your camps and disposed of at an appropriate waste disposal site. No dumping in pits on public land is authorized or tolerated.

**Alaska Cross Country Guiding and Rafting (Cont'd.)**

17. Camps will be kept clean at all times to prevent creation of attractants for bear to human use areas. Breakdown and removal of campsite facilities will be within 15 days of the end of seasonal use periods.
18. If there is significant damage to the soil or vegetation around the camp location, the Authorized Officer may require relocation of the camp.
19. Each permittee is subject to the stipulations and conditions checked on the back of the original permit.

**Fossman Guiding and Outfitting**  
**Special Recreation Permit (SRP) Stipulations and Conditions**  
**BLM - Anchorage Field Office**

1. This SRP authorizes Fossman Guiding and Outfitting to conduct guided spring and fall hunts on the BLM administered lands in the Haines, Alaska area. Access to these areas will be by boat, vehicle, and hiking. All hunting will be conducted by foot. Temporary tent camps are authorized. They may vary in location depending upon location of game or desired experience.
2. BLM permits can be amended or revoked at any time to comply with State requirements.
3. A SRP represents a nonexclusive privilege authorizing special uses of public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including the amount of use. The Authorized Officer may suspend a SRP if necessary to protect public resources, health, safety, the environment, or for noncompliance with permit stipulations. In the event that the lands are transferred to another Federal or State agency or a Native corporation, the permit will expire.
4. Any aircraft utilized by the operator must carry liability and property damage insurance.
5. Adequate insurance must be obtained by the permittee and kept current in order to protect the user, the permittee, and the U.S. Government against liability and litigation. The minimum general liability limits are: \$100,000 or \$300,000 annual aggregate for bodily injury (State limits for guides HB-112), \$10,000 property damage per occurrence and \$25,000 annual aggregate, if the policy specifies aggregate limits. The policy shall list the U.S. Government as an additionally insured. The insurance must be for the company name authorized under the permit.
6. Unless specifically authorized, a SRP does not authorize the permittee to permanently erect, construct, or place any building, structure, or other fixture on the public lands. Any use of the public lands is subject to the condition that upon leaving, the lands must be restored as nearly as possible to preexisting conditions. Use sites may be subject to relocation by the Authorized Officer, if significant degradation of resources is apparent.
7. The permittee assumes the responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., natural landing areas, river channels, land slides, stream crossings, rocks, changing water and weather conditions, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility. The permittee must promptly inform BLM of any potential hazardous waste sites.

**Fossman Guiding and Outfitting (Cont'd.)**

8. This multi-year (5 year) permit must be validated annually through the 2005 use season. This can only occur when the permittee has paid annual fees, provided any necessary policies and licenses, and received an acceptable or probationary annual performance rating.
9. The permittee shall comply with all Federal, State, and local laws. The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State or local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients or customers under the permittee's supervision.
10. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. No property or preference right is conveyed by this permit. The use of the permit as collateral is not recognized by the BLM.
11. Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of Federal land by other users.
12. The permittee may not assign, sublease, or contract any portion of the permit activities without prior authorization from BLM.
13. The permittee must present or display a copy of the special recreation permit to a participant, Authorized Officer's representative, or law enforcement personnel upon request. Any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent may be examined up to 3 years after expiration of the permit.
14. No cutting of live vegetation is allowed. Vegetation will be left in its natural state.
15. Human solid waste will be buried and covered with soil at least 100 feet from any stream, wetland, or gravel bar. Unburnable garbage will be back hauled from the area and deposited in an approved waste disposal site. All fire rings/pits must be destroyed after use.
16. All stored fuel will be utilized a minimum of 150 feet from any water body. All fuel and fueling supplies will be back hauled from your camps and disposed of at an appropriate waste disposal site. No dumping in pits on public land is authorized or tolerated.

**Fossman Guiding and Outfitting (Cont'd.)**

17. Camps will be kept clean at all times to prevent creation of attractants for bear to human use areas. Breakdown and removal of campsite facilities will be within 15 days of the end of seasonal use periods.
18. If there is significant damage to the soil or vegetation around the camp location, the Authorized Officer may require relocation of the camp.
19. Each permittee is subject to the stipulations and conditions checked on the back of the original permit.

**Chilkat Guide Service**  
**Special Recreation Permit (SRP) Stipulations and Conditions**  
**BLM - Anchorage Field Office**

1. This SRP authorizes Chilkat Guide Service to conduct guided winter and summer treks on the BLM administered lands in the Haines, Alaska area. Access to these areas will be by plane, boat and helicopter. Base camp is located at the foot of DeBlondeau Glacier (T. 30 S., R. 54-55 E., Section 18, CRM). Temporary tent camps are authorized. They may vary in location depending upon the area the trip goes to, the ability and speed of the clients, and the desired wilderness experience.
2. BLM permits can be amended or revoked at any time to comply with State requirements.
3. A SRP represents a nonexclusive privilege authorizing special uses of public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including the amount of use. The Authorized Officer may suspend a SRP if necessary to protect public resources, health, safety, the environment, or for noncompliance with permit stipulations. In the event that the lands are transferred to another Federal or State agency or a Native corporation, the permit will expire.
4. Any aircraft utilized by the operator must carry liability and property damage insurance.
5. Adequate insurance must be obtained by the permittee and kept current in order to protect the user, the permittee, and the U.S. Government against liability and litigation. The minimum general liability limits are: \$100,000 or \$300,000 annual aggregate for bodily injury (State limits for guides HB-112), \$10,000 property damage per occurrence and \$25,000 annual aggregate, if the policy specifies aggregate limits. The policy shall list the U.S. Government as an additionally insured. The insurance must be for the company name authorized under the permit.
6. Unless specifically authorized, a SRP does not authorize the permittee to permanently erect, construct, or place any building, structure, or other fixture on the public lands. Any use of the public lands is subject to the condition that upon leaving, the lands must be restored as nearly as possible to preexisting conditions. Use sites may be subject to relocation by the Authorized Officer, if significant degradation of resources is apparent.
7. The permittee assumes the responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., natural landing areas, river channels, land slides, stream crossings, rocks, changing water and weather conditions, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility. The permittee must promptly inform BLM of any potential hazardous waste sites.

**Chilkat Guide Service (Cont/d.)**

8. This multi-year (5 year) permit must be validated annually through the 2005 use season. This can only occur when the permittee has paid annual fees, provided any necessary policies and licenses, and received an acceptable or probationary annual performance rating.
9. The permittee shall comply with all Federal, State, and local laws. The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State or local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients or customers under the permittee's supervision.
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12. The permittee may not assign, sublease, or contract any portion of the permit activities without prior authorization from BLM.
13. The permittee must present or display a copy of the special recreation permit to a participant, Authorized Officer's representative, or law enforcement personnel upon request. Any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent may be examined up to 3 years after expiration of the permit.
14. No cutting of live vegetation is allowed. Vegetation will be left in its natural state.
15. Human solid waste will be buried and covered with soil at least 100 feet from any stream, wetland, or gravel bar. Unburnable garbage will be back hauled from the area and deposited in an approved waste disposal site. All fire rings/pits must be destroyed after use.
16. All stored fuel will be utilized a minimum of 150 feet from any water body. All fuel and fueling supplies will be back hauled from your camps and disposed of at an appropriate waste disposal site. No dumping in pits on public land is authorized or tolerated.

**Chilkat Guide Service (Cont'd.)**

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18. If there is significant damage to the soil or vegetation around the camp location, the Authorized Officer may require relocation of the camp.
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